## MYSORE CITY MUNICIPALITY.

*Dated 1st April* 1933.

The right to collect tolls in the City of Mysore (subject to the provisions contained in sections 59, 78 and 79 of the Municipal Regulations and the bye-laws relating to tolls (at all the toll-gates specified in schedule A from 1st July 1933 to 30th June 1934 will be sold by public auction in the Municipal Office by the President or any other Officer deputed for the purpose at 3 P.M., on Monday the 15th May 1933.

2. Persons intending to bid at the sale must attend in person or by a duly accredited agent. Intending bidders should deposit before hand Rs. 50 as earnest money. The deposits of all the bidders will be returned at the close of the sale.

3. The President reserves to himself the right of refusing or accepting the highest or any bid that may be offered without assigning any reason whatsoever. The successful bidder shall forthwith deposit with the sale conducting officer an amount equal to two monthly instalments as security for the due performance of the contract. The sale shall not be deemed to have been completed until it is confirmed by the Municipal Council.

4. The successful bidder in whose favour the sale is confirmed shall be entitled to collect the tolls at the rates mentioned in schedule B, on in-coming traffic only at the toll-gates and at no higher rates, and shall be bound to issue receipts in the form prescribed by the President, duly dated to the parties paying tolls. If higher rates than those specified in the schedule are demanded or collected by the contractor or his duly authorised agent, or if toll is recovered in respect of vehicles or animals on which toll is not leviable, the contractor shall be liable to a fine not exceeding Rs. 100 for each such unauthorised demand or collection as may be fixed by the President. In default of the payment of the fine, the deposit furnished by the contractor will be forfeited. In case of doubt or dispute as to the levy of the fees, the contractor shall be bound by the orders of the President.

5. The contract amount is payable in twelve monthly instalments due on or before the 10th of the month following that for which it is due, failing which interest at the rate of two pies per rupee per month will be charged from the date of default. The amount of deposit will, if the conditions of the contract are fulfilled to the satisfaction of the President, be credited towards the instalments due for the last two months of the contract.

6. If the deposit is not made immediately after the close of the sale, the contract will be resold, the defaulting bidder being held responsible for losses due to resale but not entitled to profits arising from resale. If default is made in the punctual payment of any instalment, the contractor shall forfeit the deposit and the President shall be at liberty to resell or otherwise dispose of the right to collect toll for the unexpired period of the year.

7. The contractor shall within seven days of the intimation of confirmation of the sale in his favour, execute an agreement on a duly stamped paper purchased at his own cost in the form prescribed by the President binding himself and his heirs to abide by the conditions specified in this notification and such others, as may be prescribed for the proper performance of the contract, failing which the sale will be cancelled, the deposit forfeited and the right to collect toll resold or otherwise disposed of. If the contractor is a non-resident foreigner, he shall be deemed to have agreed to submit himself to the jurisdiction of the Civil Courts in Mysore and to be bound by any decree *ex parte* or otherwise, that may be passed against him by such Courts for any sums due in respect of the contract amount.

8. The contractor is required to keep an account showing the daily collections, etc., in he form prescribed by the President and shall submit a return of such collections to him without fail before the 10th of every month.

9. The contractor shall also be bound to keep a true account of traffic passing through the gates, for which purposes he shall bind himself to maintain at his own cost a resident mutsaddi at each toll-gate.

10. The contractor will have the use of existing toll houses and gates and he will be required to keep them in good order.

11. The contractor shall not without the written permission of the President, alienate the contract in any manner whatsoever.

12. The contractor shall not be entitled to any remission of the contract amount or to any compensation on any ground whatsoever.

13. Resale on any account shall be conducted holding the original purchaser responsible for any loss that may result, but he shall not be entitled to any profit.

14. In all cases of doubts and disputes the decision of the President shall be final.

15. In matters relating to the performance of the contract not expressly provided for, the contractor shall be bound by the orders of the President.

16. No tolls will be levied on the following :—

(*a*) Vehicles and animals, the property of, or employed by Government or the Municipal Council or licensed or registered by the Municipal Council.

(*b*) Vehicles and animals (whether owned or hired) used for the passage of troops or the conveyance of Government Stores or of any other Government property or the property of His Highness the Maharaja or His Highness the Yuvaraja.

(*c*) Vehicles and animals (whether owned or hired) used for the passage of Military or Police Officers on duty or the conveyance or passage of any property or person in their custody.

(*d*) Vehicles and animals used by the Dewan on tour.

(*e*) Conveyances belonging to Heads of Mathas (who hold Rahadari issued by competent authorities), the Honourable the British Resident and his staff, *viz.*, the Secretary to the Honourable the Resident and Residency Surgeon and the Personal Assistant to the Resident.

(*f*) Buses in respect of which the levy of toll has been compounded by the Municipal Council.

17. No more than one payment of toll shall be demanded for and in respect of any carriage or cart or animal in any one period of twenty-four hours counted from sunrise to sunrise.

18. In addition to the levy of any penalty provided for the breach of any of the conditions set forth herein, the contract shall be liable to be cancelled and the deposit liable to forfeiture for violation of any of the conditions set forth above.

## SCHEDULE A.

| No. | Name of Road | Name of Ookad |
|---|---|---|
| 1. | Princes Road ... ... | Ookad at the end of Belagola Road near Municipal Boundary stone. |
| 2. | Ediga Road ... ... | Kempanakatte Ookad |
| 3. | Bangalore-Nilgiri Road ... ... | Veeranagere do |
| 4. | Kesare Road .. ... | Bangali Santri do |
| 5. | Mahadevapur Road ... ... | Jalapuri do |
| 6. | Bangalore-Mysore Road ... ... | Ittigegud do |
| 7. | Nanjangud Road ... ... | Nanjangud do |
| 8. | Do ... ... | Nachanahalli do |
| 9. | Manantoddy Road ... .. | Chatnahalli do |
| 10. | Road behind K. G. Koppal ... | Halageri do |
| 11. | Bogadi Road ... ... | Kukkarahalli do |
| 12. | Yelwal Road .. .. | Srirampet do |

## SCHEDULE B.

| | *Name of animal or Vehicle.* | *Sanctioned Rate* Rs. a. p. |
|---|---|---|
| 1. | On every motor bus ... ... ... .. | 1 0 0 |
| 2. | Do do car .. .. ... ... | 0 12 0 |
| 3. | Do do cycle ... .. ... . | 0 8 0 |
| 4. | Do four-wheeled vehicle with springs ... ... | 0 6 0 |
| 5. | Do Jutka, hackney or cart laden... ... ... | 0 3 0 |
| 6. | Do do not laden ... ... | 0 2 0 |
| 7. | Do other vehicle with springs and every palanquin, bycycle or triclycle .. ... ... .. | 0 2 0 |
| 8. | Do buffalo, bull, bullock, cow laden or ridden and on every horse under 13 hands and every mule .. | 0 0 9 |
| 9. | Do horse not under 13 hands .. ... ... | 0 1 0 |
| 10. | Do elephant ... ... ... ... | 0 12 0 |
| 11. | Do camal ... .. ... ... | 0 2 0 |
| 12. | Do rickshaw ... ... .. ... | 0 3 0 |

*N.B.*—No toll shall be levied on carriages, carts and animals, licensed or registered by the Municipal Council belonging to Kyathmanhally Village which is included in the Municipal limits during the latter part of the year 1932-33.

B. T. KESHAVAIYENGAR,
*President.*